

CHARLES A. SHADID, L. L. C.

SUITE 222, VICTORIA BUILDING
1901 CLASSEN BOULEVARD
OKLAHOMA CITY, OKLAHOMA 73106
(405) 525-6671 FAX (405) 525-6675



October 10, 2013
Confidential Settlement Communication

Aspen Specialty Insurance Company
c/o Aspen Specialty Insurance Management, Inc.
Claims Department
125 Summer Street, Suite 300
Boston, MA 02110

Attn: Linda Noonan

Claim Number: PR1200037375
Policy Number: PRAAJM212 – Aspen Specialty Insurance Co.
Date of Loss: 5/31/2013
Loss Locations: *Multiple* – Refer to Schedule of Locations
Policy Dates: 8/20/12 to 8/20/13
Insured: Charles A. Shadid, LLC

Dear Ms. Noonan,

The insured in the above claim intends to comply fully with the requirements of the policy loss conditions as set out in the following relevant portions of the policy-form CP 0010 (04/02), which was in effect at the time of the loss.

The following is the provision of the policy and responses to the same:

"E: Loss Conditions

...3. Duties In the Event of Loss or Damage

a. You must see that the following are done in the event of loss or damage to Covered Property:

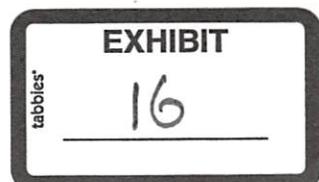
(1) Notify the police if a law has been broken.

Response - No law was broken. Claim was wind & hail loss.

(2) Give us prompt notice of the loss or damage. Include a description of the property involved.

Response - Prompt notice was given to agent of insured:

Cliff Miller, agent, Professional Insurers LLC, 7301 N Broadway #200, OKC, OK 73116, with a list of the properties upon which adjustment of claims was requested. Enclosed is a copy of the public adjuster's loss estimate of Jerry Renfroe. Insured reserves the right to delete or add to the list of properties as set out by the public adjuster, Jerry Renfroe, for negotiated settlement purposes.



(3) As soon as possible, give us a description of how, when and where the loss or damage occurred.

Response – same answer as Response No. 2. Hail damage May 31, 2013.

(4) Take all reasonable steps to protect the Covered Property from further damage and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.

Response – The following steps and repairs have been made to prevent further damage as required by the Policy:

16th and Indiana – 1708-1757 NW 16th – 6/26/13 – Roof damage

\$4,000.00, check #20728. 1708 NE 16th – 8/2/13 – Ceiling tiles, \$120.00, check #20873. 1757 NE 16th – 8/2/13 – Ceiling tiles, \$90.00, check #20873;

804 W Britton Rd. – Roof damage 6/26/13, \$1,500.00, check #20735;

1400 NW 23rd – Roof damage 6/26/13, \$3,500.00, check #20726;

3003 SE 44th – Ceiling tiles 6/21/13, \$75.00, check #20878, Ceiling tiles 8/2/13, \$150.00, check #20863;

5810 S Western – A/C 5 Ton Unit 8/2/13, \$6,800.00, check #20888, A/C 5 Ton Condenser 8/2/13, \$2,100.00, check #20888;

Airline Shopping Center – 3446-3452 SW 29th – Roof damage 6/27/13, \$2,500.00, check #20729, 3452 SW 29th – Ceiling tiles 8/2/13, \$75.00, check #20874;

Brookwood Shopping Center- 8900-8948 S Western – Roof damage 6/27/13, \$6,250.00, check #20733, 8942-8946 S Western, Ceiling tiles 6/7/13, \$75.00, check #20863, 8900 S Western – Ceiling tiles 8/2/13, \$45.00, ck #20889, 8914 S Western – Ceiling tiles 8/2/13, \$150.00, ck #20887, 8922 S Western – Ceiling tiles 8/2/13, \$75.00, ck #20886, 8942-46 S Western – Ceiling tiles 8/2/13, \$225.00, ck #20885, 8948 S Western – Ceiling tiles 8/2/13, \$60.00, ck #20883, 8916 S Western – Ceiling tiles 8/20/13, \$100.00, ck #20865;

Hartsdel Shopping Center – 3001-3009 SE 44th – Emergency roof repair 6/20/13, \$7,500.00, ck #20709, Roof repair 6/27/13, \$4,00.00, ck #20734;

Lakeshore Shopping Center – 7928 N Macarthur – Roof damage 6/27/13, \$5,500.00, ck #20731, Ceiling tiles 8/2/13, \$90.00, ck #20879, 7900 N Macarthur – roof damage 8/2/13, \$6,500.00, ck #20871;

Macarthur Park Shopping Center – 2300-2318 N Macarthur – Roof damage 6/25/13, \$7,000.00, ck #20723, 2304-2310 N Macarthur- Ceiling tiles 8/2/13, \$600.00, ck #20882, 2318 N Macarthur – Ceiling tiles 8/2/13, \$90.00, ck #20880;

Newcastle Shopping Center – 3532 Newcastle – Ceiling tiles 8/2/13, \$180.00, ck #20890;

Northeast Shopping Center – 3641 N Lottie – Canopy damage 6/26/13, \$1,500.00, ck #20725, 1108 NE 36th – Roof damage 6/26/13, \$1,500.00, ck #20724, 3641 N Lottie – Ceiling tiles 8/2/13, \$120.00, ck #20881; Park Plaza – 3715 Springlake Drive – Roof damage 6/27/13, \$3,500.00, ck #20730, 3700 Springlake Drive – Roof damage 8/2/13, \$3,500.00, ck #20870; Sooner Market – 5502 E Reno – Roof damage 6/27/13, \$2,700.00, ck #20736, 105 S Sooner – Ceiling tiles 8/2/13, \$150.00, ck #20884.

Spencer Shopping Center – 8487 NE 23rd – Ceiling tiles 6/25/13, \$25.00, ck #20717, Ceiling tiles 8/2/13, \$120.00, ck #20875, 8467-8497 NE 23rd – Emergency canopy repair 8/2/13, \$2,800.00, ck #20869; Victoria Building – 1901 N Classen – Roof damage 6/26/13, \$6,200.00, ck #20727; Will Rogers Shopping Center – 3000-3100 N Portland – Partial repair roof damage 8/2/13, \$2,250.00, ck #20868; Walnut Creek Shopping Center – 1136-38 N Macarthur – Roof damage 6/25/13, \$1,500.00, ck #20722, 10th & Macarthur – Guttering 8/14/13, \$11,000.00, ck #20852, trees down, debris haul-off 8/14/13, \$500.00, ck #20718, 1140-52 N Macarthur – Leak repair east wall 6/25/13, \$500.00, ck #20715, leak repair south wall 6/25/13, \$350.00, ck #20716, 1136-38 N Macarthur – Ceiling tiles 8/2/13, \$120.00, ck #20877. Insured reserves the right to delete or add to the above items.

(5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.

Response – Damages as assessed at the present time with Insured's public adjustor, Jerry Renfroe attached to this letter.

(6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Response – Permission has already been given to Insurer and its adjuster, Ken Smith, to fully inspect the properties. Ken Smith has inspected all of the properties with the Insured's public adjuster, Jerry Renfroe.

(7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

Response – Proof of loss is enclosed with this letter in the amount of \$4,950,000.00 for negotiated settlement purposes.

(8) Cooperate with us in the investigation of the claim.

Response – Full cooperation has and will be given in the investigation of the claim. Please advise the insured of any breach of the above conditions which may preclude coverage, so that the insured will be given the opportunity to correct the same.

As requested, attached is a list of the dates that Charles A Shadid, LLC took title to these properties.

We will continue to cooperate fully with you and will furnish you with any reasonable and legal request which you may make in the investigation of this claim.

This letter is not intended to be an exhaustive listing of all the terms, conditions, and other provisions of the policy that might possibly serve the Insured's coverage. The insured, Charles A Shadid, LLC, reserves the right to address any other coverage issues that might arise in the future under the terms, conditions, exclusions and provisions of the policy. Any action taken by Charles A Shadid, LLC or anyone acting on their behalf concerning this loss is not to be construed as a waiver of any policy terms and conditions. A response as to acceptance or denial of the Insured's proof of loss would be appreciated as soon as possible.

Sincerely,



Charles A Shadid
For Charles A Shadid, LLC

cc: Cliff Miller, *agent*
Professional Insurors, LLC
7301 N Broadway
Suite 200
Oklahoma City, OK 73116